

# TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Hard Rock Cafe International (USA), Inc.		03/05/2007	CORPORATION: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	U.S. Bank National Association, as Collateral Agent		
<b>Street Address:</b>	500 West Cypress Creek Road		
<b>City:</b>	Fort Lauderdale		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33309		
<b>Entity Type:</b>	National Banking Association:		
<b>PROPERTY NUMBERS Total: 51</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2499114	HARD ROCK CASINO	
Registration Number:	3144793	BODY ROCK	
Registration Number:	2655039	CAMP LIL' ROCK	
Registration Number:	2561989	HARD ROCK LIVE	
Registration Number:	2771895	HARD ROCK LIVE	
Registration Number:	3081882	HARD ROCK CAFE	
Registration Number:	2814205	HARD ROCK VAULT	
Registration Number:	2725918	MUSIC FOR LIFE	
Registration Number:	2349579	HARD ROCK LIVE	
Registration Number:	2349580	HARD ROCK LIVE	
Registration Number:	2589942	VELVET	
Registration Number:	2789028	HARD ROCK CASINO	
Registration Number:	2324683	CAVERN CLUB	

CH \$1290.00 2499114

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**TRADEMARK**  
**REEL: 003505 FRAME: 0569**

Registration Number:	2363818	HARD ROCK LIVE
Registration Number:	2349514	HARD ROCK LIVE
Registration Number:	2375996	HARD ROCK LIVE
Registration Number:	1713000	LOVE ALL SERVE ALL
Registration Number:	2373803	HARD ROCK LIVE
Registration Number:	2031803	HARD ROCK HOTEL
Registration Number:	2478328	HARD ROCK
Registration Number:	2052776	HARD ROCK CAFE
Registration Number:	1398940	HARD ROCK CAFE
Registration Number:	1504905	HARD ROCK CAFE
Registration Number:	1397180	HARD ROCK CAFE
Registration Number:	1492907	HARD ROCK CAFE
Registration Number:	2038391	HARD ROCK HOTEL
Registration Number:	2006584	HARD ROCK CAFE
Registration Number:	2029866	HARD ROCK HOTEL
Registration Number:	1549089	HARD ROCK TIMES
Registration Number:	1504904	HARD ROCK CAFE
Registration Number:	1635792	HARD ROCK CAFE
Registration Number:	1408637	HARD ROCK CAFE
Registration Number:	2047974	HARD ROCK HOTEL
Registration Number:	2029855	HARD ROCK HOTEL
Registration Number:	1909483	HARD ROCK HOTEL
Registration Number:	2038394	HARD ROCK HOTEL
Registration Number:	2029870	HARD ROCK HOTEL
Registration Number:	3043021	SAVE THE PLANET
Serial Number:	78740533	HARD ROCK PARK
Serial Number:	78756044	HARD ROCK PARK
Serial Number:	78895911	HROCK
Serial Number:	78699336	THE APARTMENT
Serial Number:	78882641	AMBASSADORS OF ROCK LOVE ALL SERVE ALL
Serial Number:	78934713	MAXI BAR
Serial Number:	78729700	ROCK SHOP
Serial Number:	78288714	ULTIMATE ALTITUDE BUZZ
Serial Number:	78423932	HARD ROCK BAR
Serial Number:	78699321	ROCK SPA

Serial Number:	78799401	AMBASSADORS OF ROCK
Serial Number:	78969067	HRH
Serial Number:	78973381	HARD ROCK HOTEL

# CORRESPONDENCE DATA

Fax Number: (202)756-9299

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 8002210770

Email: matthew.mayer@thomson.com

Correspondent Name: Corporation Service Company

Address Line 1: 1133 Avenue of the Americas

Address Line 2: Suite 3100

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	CSC # 802066
NAME OF SUBMITTER:	Matthew Mayer
Signature:	/Matthew Mayer/
Date:	03/22/2007

# Total Attachments: 9

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## **Trademark Security Agreement**

**Trademark Security Agreement**, dated as of March 5, 2007, by Hard Rock Cafe International (USA), Inc, (the "Pledgor") in favor of U.S. Bank National Association, in its capacity as collateral agent pursuant to the Security Agreement (in such capacity, the "Collateral Agent").

### WITNESSETH:

WHEREAS, the Pledgor is party to a Security Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Security Agreement, the Pledgors hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of Pledgor:

- (a) Trademarks of Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same

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instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

HARD ROCK CAFE INTERNATIONAL (USA) INC.

By: 

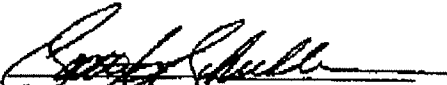
Name: HAMISH DODOS

Title: PRESIDENT

[trademark security agreement]

Accepted and Agreed:

U.S. BANK NATIONAL ASSOCIATION,  
as Collateral Agent

By:   
Name: Scott A. Schuhle  
Title: Vice President

*[trademark security agreement]*

**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

**Trademark Registrations:**

<b>OWNER</b>	<b>REGISTRATION NUMBER</b>	<b>TRADEMARK</b>
Hard Rock CAFE International (USA), Inc.	SC3000006123	HARD ROCK CAFE & DESIGN
Hard Rock CAFE International (USA), Inc.	SC3000006122	HARD ROCK CAFE & DESIGN
Hard Rock CAFE International (USA), Inc.	SC3000006299	HARD ROCK CAFE
Hard Rock CAFE International (USA), Inc.	Pending - 78/740,533	HARD ROCK PARK
Hard Rock CAFE International (USA), Inc.	Pending - 78/756,044	HARD ROCK PARK & DESIGN
Hard Rock CAFE International (USA), Inc.	2,499,114	HARD ROCK CASINO
Hard Rock CAFE International (USA), Inc.	3,144,793	BODY ROCK
Hard Rock CAFE International (USA), Inc.	Pending - 78/895,911	HROCK
Hard Rock CAFE International (USA), Inc.	2,655,039	CAMP LIL' ROCK
Hard Rock CAFE International (USA), Inc.	Pending - 78/699,336	THE APARTMENT
Hard Rock CAFE International (USA), Inc.	Pending - 78/882,641	AMBASSADORS OF ROCK & Design
Hard Rock CAFE International (USA), Inc.	Pending - 78/934,713	MAXI BAR
Hard Rock CAFE International (USA), Inc.	2,561,989	HARD ROCK LIVE
Hard Rock CAFE International (USA), Inc.	2,771,895	HARD ROCK LIVE & DESIGN
Hard Rock CAFE International (USA), Inc.	Pending - 78/729,700	ROCK SHOP
Hard Rock CAFE International (USA), Inc.	3,081,882	HARD ROCK CAFE & DESIGN



OWNER	REGISTRATION NUMBER	TRADEMARK
Hard Rock CAFE International (USA), Inc.	2,814,205	HARD ROCK VAULT
Hard Rock CAFE International (USA), Inc.	Pending - 78/283,714	ULTIMATE ALTITUDE BUZZ
Hard Rock CAFE International (USA), Inc.	Pending - 78/423,932	HARD ROCK BAR
Hard Rock CAFE International (USA), Inc.	2,725,918	MUSIC FOR LIFE
Hard Rock CAFE International (USA), Inc.	Pending - 78/699,321	ROCK SPA
Hard Rock CAFE International (USA), Inc.	2,349,579	HARD ROCK LIVE
Hard Rock CAFE International (USA), Inc.	2,349,580	HARD ROCK LIVE & DESIGN
Hard Rock CAFE International (USA), Inc.	2,589,942	VELVET
Hard Rock CAFE International (USA), Inc.	Pending - 78/799,401	AMBASSADORS OF ROCK
Hard Rock CAFE International (USA), Inc.	2,789,028	HARD ROCK CASINO
Hard Rock CAFE International (USA), Inc.	2,324,683	CAVERN CLUB
Hard Rock CAFE International (USA), Inc.	2,363,818	HARD ROCK LIVE
Hard Rock CAFE International (USA), Inc.	2,349,514	HARD ROCK LIVE & DESIGN
Hard Rock CAFE International (USA), Inc.	2,375,996	HARD ROCK LIVE & DESIGN
Hard Rock CAFE International (USA), Inc.	1,713,000	LOVE ALL, SERVE ALL
Hard Rock CAFE International (USA), Inc.	Pending - 78/969,067	HRH
Hard Rock CAFE International (USA), Inc.	Pending - 78/973,381	HARD ROCK HOTEL & DESIGN
Hard Rock CAFE International (USA), Inc.	2,373,803	HARD ROCK LIVE
Hard Rock CAFE International (USA), Inc.	2,031,803	HARD ROCK HOTEL
Hard Rock CAFE International (USA), Inc.	2,478,328	HARD ROCK

OWNER	REGISTRATION NUMBER	TRADEMARK
Hard Rock CAFE International (USA), Inc.	2,052,776	HARD ROCK CAFE & DESIGN
Hard Rock CAFE International (USA), Inc.	394	HARD ROCK CAFE
Hard Rock CAFE International (USA), Inc.	86/708	HARD ROCK CAFE & DESIGN
Hard Rock CAFE International (USA), Inc.	91/395	HARD ROCK CAFE & DESIGN
Hard Rock CAFE International (USA), Inc.	91/396	HARD ROCK CAFE & DESIGN
Hard Rock CAFE International (USA), Inc.	1,398,940	HARD ROCK CAFE & DESIGN
Hard Rock CAFE International (USA), Inc.	1,504,905	HARD ROCK CAFE & DESIGN
Hard Rock CAFE International (USA), Inc.	1,397,180	HARD ROCK CAFE
Hard Rock CAFE International (USA), Inc.	1,492,907	HARD ROCK CAFE & DESIGN
Hard Rock CAFE International (USA), Inc.	2,038,391	HARD ROCK CAFE & DESIGN
Hard Rock CAFE International (USA), Inc.	2,006,584	HARD ROCK CAFE & DESIGN
Hard Rock CAFE International (USA), Inc.	2,029,866	HARD ROCK HOTEL & DESIGN
Hard Rock CAFE International (USA), Inc.	1,549,089	HARD ROCK TIMES
Hard Rock CAFE International (USA), Inc.	1,504,904	HARD ROCK CAFE
Hard Rock CAFE International (USA), Inc.	1,635,792	HARD ROCK CAFE & DESIGN
Hard Rock CAFE International (USA), Inc.	1,408,637	HARD ROCK CAFE & DESIGN
Hard Rock CAFE International (USA), Inc.	2,047,974	HARD ROCK CAFE
Hard Rock CAFE International (USA), Inc.	2,029,855	HARD ROCK HOTEL
Hard Rock CAFE International (USA), Inc.	1,909,483	HARD ROCK HOTEL
Hard Rock CAFE International (USA), Inc.	2,038,394	HARD ROCK HOTEL

OWNER	REGISTRATION NUMBER	TRADEMARK
Hard Rock CAFE International (USA), Inc.	2,029,870	HARD ROCK HOTEL
Hard Rock CAFE International (USA), Inc.	3,043,021	SAVE THE PLANET
Hard Rock CAFE International (USA), Inc.	4003030 (Hawaii)	HARD ROCK CAFE MAUI
Hard Rock CAFE International (USA), Inc.	4003032 (Hawaii)	HARD ROCK CAFE HONOLULU
Hard Rock CAFE International (USA), Inc.	4003034 (Hawaii)	HARD ROCK CAFE
Hard Rock CAFE International (USA), Inc.	4003035 (Hawaii)	HARD ROCK CAFE-KONA

**Trademark Applications:**

OWNER	APPLICATION NUMBER	TRADEMARK
See List Above for Pending Registrations.		

GREATBUYSCANADA.CA	GREATBUYUSA.NET
GREATBUYSCANADA.COM	GREATBUYOUTLET.COM

### **LICENSES**

The following contracts allow Borrower use of certain copyrights, licenses or trademarks necessary to conduct certain segments of its business:

- License and Distribution Agreement by and between Borrower and Chef Randall Corporation, dated September 21, 2006
- Distribution Agreement by and between Borrower and Body By Jake Enterprises, dated September 22, 2006
- Distribution Agreement by and between Borrower and Urban Nutrition, LLC, dated September 1, 2006